

**518.126 Form CCC-1200 and Form CCC-1200 Appendix**

CCC-1200 1/2005	<b>U.S. DEPARTMENT OF AGRICULTURE COMMODITY CREDIT CORPORATION</b>		1. State & County Code	
2. Agriculture Operation Identifier(s):				
<b>CONSERVATION SECURITY PROGRAM APPLICATION/CONTRACT</b>			3. Contract Number	
			4. Primary Fund Code:	
			5. HUA Number:	
6. Total Treated Acres:				
THIS is an APPLICATION to participate in the:				
7. PROGRAM (Check One)	a. Agricultural Management Assistance Program (AMA)		b. Conservation Security Program (CSP)	
I _____ certify that I have: I am a: <input type="checkbox"/> <b>LIMITED RESOURCE PRODUCER (EQIP, CSP);</b> <input type="checkbox"/> <b>BEGINNING FARMER/RANCHER (EQIP, CSP),</b> and meet the requirements therein as per the following guidelines:				
<b>Limited Resource Farmer or Rancher:</b> (a) Has direct or indirect gross farm sales not more than \$100,000 in each on the previous two years (to be increased starting in FY 2004 to adjust for inflation using Prices Paid By Farmers Index as compiled by NASS),  <b>and</b> (b) Has a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income (to be determined annually using Commerce Department Data), in each of the previous two years. (c) An entity or joint operation can be a Limited Resource Producer if all individual members qualify as a Limited Resource Producer.		<b>Beginning Farmer or Rancher:</b> (a) Has not operated a farm or ranch, or has operated a farm or ranch for not more than 10 consecutive years (this requirement applies to all members of an entity) and  (b) Will materially and substantially participate in the operation of the farm or ranch.  (i) In the case of a contract with an individual, individually or with the immediate family, material and substantial participation requires that the individual provide substantial day-to-day labor and management of the farm or ranch, consistent with the practices in the county or State where the farm is located.  (ii) In the case of a contract made with an entity, all members must materially and substantially participate in the operation of the farm or ranch. Material and substantial participation requires that the members provide some amount of the management, or labor and management necessary for day-to-day activities, such that if the members did not provide these inputs, operation of the farm or ranch would be seriously impaired.		
<b>NOTE:</b> All applicants that certify eligibility as a Limited Resource Farmer or Rancher or Beginner Farmer or Rancher will provide all records necessary to justify their claim as requested by the Commodity Credit Corporation (CCC) representative. <b>It is the responsibility of the Applicant to provide accurate data. False certifications are subject to criminal and civil fraud statutes.</b>				
The Applicant agrees to participate in the identified program for the farm identified above if the offer is accepted by the Commodity Credit Corporation (CCC). The applicant understands that starting a practice prior to CCC approval causes the practice to be ineligible for program financial assistance. The applicant agrees to obtain the landowners signature on the contract. <b>By signing this application, the Applicant acknowledges receipt of the following forms: CCC-1200, the CCC-1200 appendix and any addenda thereto, which are incorporated by reference herein and made a part of the contract. Once the offer is accepted by the CCC, the Applicant becomes a 'PARTICIPANT'.</b>				
Signature			Date	

9. This is a contract under the above identified program.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "Owner", "Operator", & "Tenant"; respectively) on the farm identified above. The undersigned person or persons shall hereafter be referred to as "the Participant". The Participant or Applicant agrees to participate in the program designated in Section 7 from the date the Contract is executed by CCC to this contract expiration date in Section 9. The Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the appendix to this Contract, entitled "Appendix to Form CCC-1200 "for the applicable program (referred to as " Appendix)", and any other addenda thereto.

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		6. Total Treated Acres:	

9a. PERFORMANCE/PAYMENT SCHEDULED FOR CONTRACT

[illegible]

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2. AGRICULTURE OPERATION IDENTIFIER (S) (Continued):

9b. AGREEMENT PERIOD

**Contract Start Date:**

**Contract Expiration Date:**

NOTE: Contract can expire no earlier than one year after the last scheduled practice is certified completed to standards and specifications.

	TOTAL	20__	20__	20__	20__	20__	20__	20__	20__	20__	20__
<b>Total (FA) Obligations:</b>											
<b>Total TSP (TA):</b>											
<b>Total Contract Obligations:</b>											

## 10. CONTRACT PARTICIPANTS

NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
11. CCC USE ONLY - Payments according to the shares approved				SIGNATURE OF CCC REPRESENTATIVE	

1/ Joint operation ID, if applicable.

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## CONTRACT MODIFICATIONS (+/-)

AMOUNT	NRCS INITIAL	DATE	COMMENTS
A.			
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
L.			
M.			
N.			
O.			
P.			
Q.			
R.			
S.			
T.			
U.			
V.			

## PUBLIC BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The Valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

## PRIVACY ACT

The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a). The authority for requesting the following information is 7 CFR 1466 (EQIP), 7 CFR 1469 (CSP), Public Law 106-224, Section 133(b), AMA. The information will be used to allow a farmer, rancher, or landowner to apply for conservation benefits under the terms and conditions of the contract. Furnishing the required information is necessary to determine properly the eligible land for the applicable program benefits. Failure to furnish the requested information will result in the applicant being unable to apply for or receive benefits under the applicable programs. This information may be provided to other agencies, IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, (including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729) may also be applicable to the information provided.

## USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14<sup>th</sup> and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer."

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10. CONTRACT PARTICIPANTS, (continued)

NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:
NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/ SIGNATURE:	DATE:

U. S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

**APPENDIX TO FORM CCC-1200  
CONSERVATION SECURITY PROGRAM APPLICATION/CONTRACT**

**1 ELIGIBILITY REQUIREMENTS FOR CONSERVATION SECURITY PROGRAM (CSP)**

- A** The Participant must complete and file the form AD-1026 and meet the requirements set forth therein, in accordance with the Food Security Act of 1985, as amended. By signing this Conservation Stewardship Contract (Contract), the Participant certifies that the Participant has completed and filed the AD-1026 and meets the requirements set forth in the highly erodible land-wetland conservation (HELC-WC) provisions.
- B** The Participant must complete and file form CCC-526, Income Limitation Certification, and meet the requirements therein. By signing this Contract, the Participant certifies that the Participant has completed and submitted form CCC-526 and meets the requirements therein.
- C** The Participant must have control of the land for this Contract period. By signing this Contract, the Participant certifies that the Participant will control the land subject to this Contract for the terms of this Contract period and shall, upon demand, provide evidence to CCC demonstrating that such Participant will control the land for that period. The Bureau of Indian Affairs (B IA) and Natural Resources Conservation Service (NRCS), will determine Tribal land eligibility.
- D** A Participant shall not be eligible for payments for: (1) practices that are required to meet HELC and WC compliance requirements found in 7 CFR part 12, (2) practices that are included in maintenance agreements (with financial reimbursements for maintenance) that have existed prior to participation, (3) the construction or maintenance of animal waste storage or treatment facilities or associated waste transport or transfer devices for animal feeding operations, (4) the purchase or maintenance of equipment, (5) a non-land based structure that is not integral to a land based practice, or (6) new practices that were applied with cost-share assistance through other USDA cost-share programs.
- E** Land otherwise eligible for the CSP shall not be eligible if the land is publicly owned, enrolled in Conservation Reserve Program, Wetlands Reserve Program, or Grassland Reserve Program, is subject to a deed or other restriction prohibiting the application of the conservation stewardship plan and associated stewardship practices and activities, or where a benefit has or will be obtained from a Federal agency in return for the Participant's agreement not to implement the conservation plan and associated practices on the land during the same time as the land would be enrolled in the CSP. By signing this Contract, the Participant certifies that no such restrictions apply to the subject land.
- F** A Participant is responsible for obtaining the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation practices in accordance with applicable laws and regulations. A Participant must comply with all laws and is responsible for all effects or actions resulting from the Participant's performance under this Contract.
- G** The Participant who submitted the CSP application must be entitled to a share in the crop or livestock available for marketing from the applicable agriculture operation to be eligible to participate in CSP.

**2 SELECTING OFFERS FROM PRODUCERS**

All applications from priority watersheds will be evaluated using enrollment categories based on specific sign-up criteria until funding is exhausted. The CCC-1200 and its appendix is a request to enter into the Conservation Security Program under the terms specified in this Contract.

**3 AGREEMENT**

The Participant agrees:

- (1) To place eligible land into the CSP for the period of time as specified on the CCC1200 beginning on the date this Contract is executed by CCC;
- (2) Not to start any financially assisted practice or activity or engage the reimbursable services of a certified Technical Service Provider before this Contract is executed by CCC. The Participant may request, in writing, a waiver of this requirement by the NRCS State Conservationist or designee;
- (3) To apply or commence financially assisted practices or activities as agreed to in this Contract. The Participant may request, in writing, a waiver of this requirement and Contract modification from the NRCS State Conservationist or designee;
- (4) To establish conservation practices specified in this conservation stewardship plan and Contract as scheduled and to operate and maintain new or existing practices specified in the conservation stewardship plan for the lifespan identified in this Contract and to comply with the terms and conditions of this Contract and all Federal, State, Tribal and local laws that apply to the conservation stewardship plan for the Participant's entire agricultural operation;
- (5) Not to undertake any action on land under the Participant's control which tends to defeat the purposes of the CSP program, as determined by CCC;
- (6) To discontinue work in the general area of the site and notify NRCS immediately if during the construction of any practice a previously unidentified archeological or historical site is encountered;
- (7) To provide receipts, as necessary, as proof of payments, and to maintain proof of payment documentation for 3 years after the end of the fiscal year in which the practice or activity was completed, and to present this documentation to CCC within 30 days if selected for administrative compliance check;
- (8) To allow access to the land under Contract to the CCC representative for monitoring progress of this Contract;
- (9) To supply records and information as required by CCC to determine compliance with the Contract and requirements of CSP.
- (10) To maintain at least the level of stewardship identified in the benchmark inventory for the entire Contract period, as appropriate, and implement and maintain any new practices or activities required in the contract;
- (11) To modify or update an existing practice, if necessary, to meet minimum Field Office Technical Guide (FOTG) practice standards within a reasonable time, as determined by the State Conservationist, after the date of determination that the practice does not meet the standard, and;
- (12) If applicable, to file a single application for a joint operation.

**4 CONSERVATION STEWARDSHIP PLAN**

- A** By signing the Contract, the participant agrees:
- (1) That the conservation stewardship plan is hereby incorporated as a part of the Contract; and
  - (2) To implement and maintain the practices as identified and scheduled in the conservation stewardship plan, including those needed to be eligible for the specified tier of participation and comply with any additional sign-up requirements.

**5 PAYMENTS**

- A** Subject to the availability of funds, CCC will make stewardship, existing practice, new practice or enhancement payments at the rates specified in this Contract after a determination by CCC that an eligible practice or activity has been established in compliance with the conservation stewardship plan of operations and in accordance with appropriate standards and specifications. In order to receive payments, the Participant, upon technical certification of the completed practice or activity, must execute and file with CCC a form CCC-1245, Practice Approval and Payment Application, along with any receipts, as necessary.
- B** In order to be reimbursed for technical services approved under this agreement and performed by a certified Technical Service Provider (TSP) hired by the Participant, a Participant must execute a request for payment in the form CCC-1 245. The Participant must also submit to CCC an invoice from the TSP for the work performed, as well as any documentation CCC may require in order to ensure that the technical services were carried out in accordance with NRCS requirements and specifications.
- It is the Participant's responsibility to ensure that the technical services obtained from a TSP hired by the Participant meet program requirements. CCC will not reimburse the Participant if the technical services provided by the TSP do not meet CSP requirements. If CCC terminates this Contract as provided under paragraph 10 of this appendix, CCC may seek reimbursement of any TSP payments made to the Participant.
- C** All payments received as part of a Contract are reported to the United States Internal Revenue Service on form 1099-G. For information related to tax liabilities consult with a tax accountant or refer to IRS publication 225, Farmers Tax Guide.
- D** A Participant shall not be eligible for payments for: (1) practices that are required to meet HELC and WC compliance requirements found in 7 CFR part 12, (2) practices that are included in maintenance agreements (with financial reimbursements for maintenance) that have existed prior to participation, (3) the construction or maintenance of animal waste storage or treatment facilities or associated waste transport or transfer devices for animal feeding operations, (4) the purchase or maintenance of equipment, (5) a non-land based structure that is not integral to a land based practice, or (6) new practices that were applied with cost-share assistance through other USDA cost-share programs.
- E** Payments will only be issued for practices that meet or exceed the practice standards described in the FOTG.



- F** Payment under this Contract is subject to the availability of funds. In the event that annual funding is insufficient to fund existing contract requirements, payments on the existing contracts will be prorated in that contract year, as determined by the Chief.

## **6 PROVISIONS RELATING TO TENANTS AND LANDLORDS**

No payment will be approved for the current year if CCC determines that any of the following conditions exist:

- A** The landlord or operator has not given the tenants that have an interest in the unit of concern covered by the conservation stewardship plan, or that have a lease that runs through this Contract period at the time of sign up, an opportunity to participate in the benefits of the program.
- B** The landlord or operator has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by CCC, must be refunded with interest and no further payments shall be made.

## **7 MISREPRESENTATION AND SCHEME OR DEVICE**

- A** A Participant who is determined to have erroneously represented any fact affecting a determination with respect to this Contract and the regulations applicable to this Contract, adopted any scheme or device which tends to defeat the purposes of this Contract, or made any fraudulent representation with respect to this Contract, will not be entitled to payments or any other benefits made under this Contract. The participant must refund to CCC all payments received plus interest and liquidated damages. In addition, NRCS will terminate the Participant's interest in all Conservation Stewardship Contracts.
- B** CCC will charge interest on monies it determines to be due and owing to CCC under this Contract from the date such monies were originally disbursed. The interest rate will be determined using the current value of funds rate, published annually in the Federal Register by the United States Department of Treasury.
- C** The provisions of paragraph 7A of this Appendix shall be applicable in addition to any other criminal and civil fraud statutes.

## **8 CHANGES TO TERMS AND CONDITIONS OF THIS CONTRACT**

- A** If any changes to the terms and conditions of this Contract become necessary prior to the date that this Contract is approved on behalf of CCC, CCC will notify, in writing, the Applicant signing the CCC-1200 of such change and such person(s) will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from this Contract request. The Applicant agrees to notify, in writing, the CCC of an intention to withdraw the program participation request within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.
- B** CCC may unilaterally modify this Contract when:
  - (1) The installed measure has deteriorated because of conditions beyond the control of the Participant;
  - (2) Another practice will achieve at least the same level of environmental benefits;

- (3) It is necessary to add funds to this Contract for the Participant to reimburse technical assistance provided by a TSP; or
- (4) The installed practice would cause adverse impacts to significant cultural and/or environmental resources discovered as a result of installation.

**C** The Participant and CCC may modify this Contract by mutual agreement when:

- (1) Both the Participant and the appropriate approving authority (State Conservationist, or Designated Conservationist) agree to this modification;
- (2) At the request of the Participant, if the modification is consistent with the purposes of CSP, or the Participant requests to increase tier level, upon approval by NRCS;
- (3) A transfer of this Contract occurs, provided NRCS approval is obtained and the transferee accepts the terms of this Contract, and the transferee is eligible and accepts all responsibilities under this Contract including operation and maintenance of those practices already installed or to be installed.

**D** All modifications to this Contract must be made in writing.

## **9 CORRECTIONS**

CCC reserves the right to correct all errors in entering data or the results of computations in this Contract.

## **10 TERMINATION OF CONTRACT**

If a Participant fails to carry out the terms and conditions of this Contract, CCC may terminate this Contract or determine that such failure does not warrant termination. In either case, CCC may require the Participant(s) to refund, with interest, payments received under this Contract, or require the Participant(s) to accept such adjustments in the subsequent payments as are determined to be appropriate by CCC.

Refunds determined by CCC to be due and owing to CCC under this provision will accrue interest at the current value of funds rate, published annually in the Federal Register by the United States Department of Treasury, from the date originally disbursed to Participant up to the day the repayment is received by CCC.

The CCC may terminate this Contract, in whole or in part, without liability, if CCC determines that continued operation of this Contract will result in the violation of a Federal statute or regulation, or if CCC determines that termination would be in the public interest.

## **11 RECOVERY OF COST**

In the event the Participant violates the terms of this Contract, the Participant voluntarily terminates this Contract before any contractual payments have been made, or this Contract is terminated with cause by CCC, the CCC will incur substantial costs in administering this Contract which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments plus interest due as set forth in paragraph 10, the Participant agrees to pay liquidated damages at an amount equal to 20 percent of the total financial and technical assistance obligated to the Participant in this Contract, at the time of termination. This liquidated damages payment is for recovery of administrative costs and technical services and is not a penalty.

The Participant may be required by the CCC to refund all or a portion of any assistance earned under CSP if the Participant sells or loses control of the land under this Contract and the new owner or transferee is not eligible for CSP or refuses to assume responsibility under the contract.

## 12 EFFECTIVE DATE

This Contract is effective when signed by the Participants and an authorized representative of CCC. Except as otherwise provided for herein, this Contract may not be terminated or modified unless by mutual agreement between the parties. Within the dates established by CCC, this Contract must be signed by all required Participants.

In the event that a statute is enacted during the period of this Contract which would materially change the terms and conditions of this Contract, the CCC may require the Participant to elect between modifying this Contract consistent with the provisions of such statute or Contract termination.

## 13 GENERAL TERMS

- A The regulations in 7 CFR part 1469 for the CSP are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.
- B This Contract shall be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this Contract and questions as to the validity of any of its specific provisions shall be resolved in favor of CCC so as to give maximum effect to the conservation stewardship purposes of this Contract.
- C NRCS is administering this Contract on behalf of the CCC. Therefore, where this Contract refers to "CCC", NRCS may act on its behalf for the purposes of administering this Contract. When the term "Participant" is used in this Contract, it shall be construed to mean all Participants signing this Contract. Likewise, when the term "Applicant" is used in this Contract, it means all Applicants signing this Contract.
- D Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (7 CFR part 3017).
  - (1) The Participant certifies to the best of the Participant's knowledge and belief, that the Participant and his or her principals:
    - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - (b) Have not within the three-year period preceding this agreement had a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) Contract, including violation of Federal or State antitrust statutes or commissions of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses set forth above in paragraph 13D(1)(b) of this certification;

- (d) Have not within the three-year period preceding this agreement had one or more public Contracts (federal, state or local) terminated for cause or default;
- (2) If the Participant is unable to certify to any of the statements set forth in paragraph 13D(1), the Participant shall attach an explanation to this agreement.

**E** This Contract is a financial assistance agreement, not a procurement contract and is governed by the terms set forth herein.

#### **14 APPEAL RIGHTS**

The Participant may appeal an adverse decision under this Contract in accordance with the appeal procedures set forth at 7 CFR part 11, Subpart A and part 614. Pending the resolution of an appeal, no payments shall be made under this agreement. Before a Participant seeks judicial review, the Participant must exhaust all appeal rights granted within these regulations.

#### **15 EXAMINATION OF RECORDS**

The Participant agrees to give the CCC or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Contract. The Participant agrees to retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB circular.

#### **16 DRUG-FREE WORKPLACE (7 CFR part 3017)**

By signing this Contract, the Participant certifies that he/she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while conducting any activity associated with this Contract. This certification is a material representation of fact upon which reliance was placed when CCC determined to award this Contract. If it is later determined that the Participant knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 7 CFR part 3017, Subpart F, Section 3017.600) CCC, in addition to any other remedies available to the United States, may take action authorized under the Drug-Free Workplace Act.

#### **17 CERTIFICATION REGARDING LOBBYING (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)**

**A** The Participant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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CCC-1200-CSP (Appendix)  
1/2005

OMB No. 0578-0013  
See CCC-1200 for Privacy Act and Public  
Burden Statement

- (3) The Participant shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

The following owners, operators, and producers by entering their signature acknowledge receipt of this Appendix to CCC-1200 and agree to its terms and conditions thereof. Further, if the undersigned are succeeding to an existing conservation stewardship contract, the undersigned agree and certify that no agreement exists or will be entered into between the undersigned, the previous owner and operator of the property, or mortgage holder that would, maintain or create an interest in the property in any previous Participant on this Contract for that property, or to receive payments under the contracts.

_____	Date: _____
_____	Date: _____
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